

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

**AFFORDABLE CARE, LLC**

**PLAINTIFF/COUNTER DEFENDANT**

**v.**

**Civil No. 1:19cv827-HSO-JCG**

**JNM OFFICE PROPERTY LLC**

**DEFENDANT/COUNTER PLAINTIFF**

**ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF  
AFFORDABLE CARE, LLC'S MOTION [181] FOR PARTIAL SUMMARY  
JUDGMENT AND GRANTING IN PART AND DENYING IN PART JNM  
OFFICE PROPERTY LLC'S MOTION [183] FOR PARTIAL SUMMARY  
JUDGMENT AND AMENDED MOTION [184] FOR PARTIAL SUMMARY  
JUDGMENT**

This matter came on for a hearing before the Court on the Motion [181] for Partial Summary Judgment filed by Plaintiff Affordable Care, LLC and the Motion [183] for Partial Summary Judgment and Amended Motion [184] for Partial Summary Judgment filed by Defendant JNM Office Property LLC. After consideration of the Motions on the merits, the record, oral arguments of counsel, the pleadings on file, and for the reasons more fully stated on the record at the hearing conducted in this matter on March 1, 2021, the Court finds that Plaintiff Affordable Care, LLC's Motion [181] for Partial Summary Judgment should be granted in part and denied in part, and that Defendant JNM Office Property LLC's Motions [183], [184], should be granted in part and denied in part. Accordingly,

**IT IS, THEREFORE, ORDERED AND ADJUDGED** that, Plaintiff Affordable Care, LLC's Motion [181] for Partial Summary Judgment is **GRANTED IN PART AND DENIED IN PART**. The Court finds that Plaintiff Affordable Care, LLC should be granted a declaratory judgment finding that it did not materially breach the Lease Agreement with Defendant JNM Office Property LLC, that the Lease Agreement remains in full force and effect, and that Plaintiff Affordable Care did not breach the implied covenant of good faith and fair dealing. The Court further finds that Plaintiff Affordable Care, LLC is entitled to a dismissal of Defendant JNM Office Property LLC's Counterclaims against it. In all other respects, Plaintiff Affordable Care, LLC's Motion [181] is **DENIED**.

**IT IS, FURTHER, ORDERED AND ADJUDGED** that, Defendant JNM Office Property LLC's Motion [183] for Partial Summary Judgment and Amended Motion [184] for Partial Summary Judgment, filed on December 11, 2020, are **GRANTED IN PART AND DENIED IN PART**. The Court finds that JNM Office Property LLC did not breach the implied covenant of good faith and fair dealing in connection with the Lease Agreement. In all other respects, JNM Office Property LLC's Motions [183], [184], are both **DENIED** and its Counterclaims against Plaintiff Affordable Care, LLC, are **DISMISSED WITH PREJUDICE**.

This matter will proceed to trial on: (1) the issue of the amount of the rent increase from Year 5 to Year 6 of the Lease Agreement; and (2) Plaintiff Affordable Care, LLC's claims for wrongful eviction in breach of the parties' Joint Stipulation [13].

**SO ORDERED AND ADJUDGED**, this the 2nd day of March, 2021.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE